

FISHER & PHILLIPS LLP
 300 S Fourth Street, Suite 1500
 Las Vegas, Nevada 89101

FISHER & PHILLIPS LLP
 MARK J. RICCIARDI, ESQ.
 Nevada Bar No. 3141
 JOHN M. ORR, ESQ.
 Nevada Bar No. 14251
 300 S. Fourth Street
 Suite 1500
 Las Vegas, Nevada 89101
 Telephone: (702) 252-3131
 E-Mail Address: mricciardi@fisherphillips.com
 E-Mail Address: jorr@fisherphillips.com
Attorneys for Defendant

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TIMOTHY GLEASON, an individual;)	Case No: 2:23-cv-01514-RFB-EYJ
)	
Plaintiff,)	STIPULATION AND ORDER TO
vs.)	DISMISS COMPLAINT WITHOUT
)	PREJUDICE AND REFER
JONES HENDERSON ACQUISITION,)	PLAINTIFF’S CLAIMS TO
LLC d/b/a MERCEDES-BENZ OF)	BINDING ARBITRAITON
HENDERSON, a Domestic Corporation,)	
)	
Defendant.)	
)	

IT IS HEREBY STIPULATED AND AGREED by the Parties’ counsel of record that Plaintiff TIMOTHY GLEASON (“Plaintiff”) and Defendant JONES HENDERSON ACQUISITION, LLC d/b/a MERCEDES-BENZ OF HENDERSON (“Defendant”) as follows:

WHEREAS, Plaintiff filed his Complaint [ECF No. 1] on September 26, 2023, asserting claims against Defendant for age discrimination under the Age Discrimination and Employment Act of 1976, 29 U.S.C. § 623 *et seq*, and NRS § 613.330 *et seq*.

WHEREAS, Defendant filed a Motion to Compel Arbitration and to Stay Discovery on November 10, 2022 [ECF No. 10], pursuant to an arbitration agreement (the “Agreement”) that Plaintiff signed at the commencement of his employment with Defendant.

1 WHEREAS, the Parties agree that all the claims asserted in Plaintiff's
2 Complaint arise out of his employment with Defendant.

3 WHEREAS, the Parties agree that the Agreement is valid and enforceable.

4 THEREFORE, it is hereby stipulated and agreed to by the Parties as follows:

5 That Plaintiff's Complaint be dismissed without prejudice with each party to
6 bear its own fees and costs;

7 That all pending motions, discovery deadlines, or pending matters be vacated;

8 That Plaintiff's claims against Defendant be submitted to binding arbitration
9 consistent with the terms of the Agreement;

10 That for purposes of this arbitration only, provided Plaintiff initiates the
11 arbitration within the next 30 days of the date of the Court's order dismissing this action
12 without prejudice, Defendant will not assert any statute of limitations defense based on
13 the delay between the filing of this complaint and the initiation of the arbitration.
14 Defendant does not waive any statute of limitations or other defenses it has or may have
15 to the claims asserted in the complaint in this action based on the filing date of the
16 action.

17 DATED this 13th day of December, 2023

18 HATFIELD & ASSOCIATES, LTD..

20 By: Trevor J. Hatfield, Esq.
21 TREVOR J. HATFIELD, ESQ.
22 703 S. Eighth St.
23 Las Vegas, Nevada 89101

24 *Attorneys for Plaintiff*

17 DATED this 13th day of December, 2023

18 FISHER & PHILLIPS LLP

20 By: John M. Orr, Esq.
21 MARK J. RICCIARDI, ESQ.
22 JOHN M. ORR, ESQ.
23 300 S. Fourth Street, Suite 1500
24 Las Vegas, Nevada 89101

25 *Attorneys for Defendants*

FISHER & PHILLIPS LLP
300 S Fourth Street, Suite 1500
Las Vegas, Nevada 89101

ORDER

IT IS SO ORDERED.

DATED: December 14, 2023.



RICHARD F. BOULWARE, II
UNITED STATES DISTRICT COURT JUDGE

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